

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

THE COLLEGE NETWORK, INC.,)	
an Indiana Corporation,)	
)	
)	
Plaintiff,)	
)	
vs.)	No. 1:07-CV-1235-SEB-TAB
)	
RICHARD R. RUDOLPH, an Individual,)	
and DISTANCE LEARNING OF)	
AMERICA, INC., an Oregon Corporation,)	
)	
Defendants.)	

JUDGMENT

This action having been commenced on September 25, 2007 by the filing of the Complaint and issuance of the Summons, and copies of the Summons and Complaint having been served on the Defendants herein, and the Defendants not having appeared, answered, or made any motion with respect to the Complaint, and the time for answering or otherwise responding to the Complaint having expired, and the Court having reviewed all of the pleadings and papers on file in this action,

Now, on motion of Plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that final judgment in favor of Plaintiff, The College Network, Inc. ("TCN") and against Defendants, Richard R. Rudolph ("Rudolph") and Distance Learning of America, Inc. ("DLA" and, collectively, "Defendants") is hereby granted and ordered entered as the Judgment in this action as follows:

1. That this Court has jurisdiction over the subject matter hereof and over the

parties hereto.

2. That the copyrights of TCN referred to in the Complaint herein relating to its TCN Learning Modules, and the registrations therefore in the United States Copyright Office are good and valid in law, are subsisting and in full force and effect, and that TCN is the lawful owner of the entire right, title and interest in and to said copyrights and in and to the registrations therefore.

3. That Defendants have, without authorization from TCN, infringed TCN's copyright rights in and to its TCN Learning Modules by reproducing, distributing, publishing, selling and marketing illegal copies of the TCN Learning Modules.

4. That Defendants' aforementioned unlawful acts were done and perpetrated willfully, and with the intent to profit thereby.

5. That TCN has been irreparably damaged by Defendants' aforementioned unlawful acts, and will continue to be irreparably damaged, unless and until said acts are enjoined.

6. That Defendants, including any officer, agent, servant, employee, and attorney of DLA, and those persons in active concert or participation with Defendants are hereby permanently enjoined and restrained from:

- A. infringing upon, reproducing, using or distributing any of TCN's copyrighted materials, including without limitation, all of TCN's Comprehensive Learning Modules;
- B. inducing, enabling, facilitating or concealing any copyright management information found on TCN's copyrighted materials;
- and

C. engaging in “Competitive Services,” as the term is defined in the January 15, 2006 Independent Contractor Agreement, until August 9, 2009.

Pursuant to 17 U.S.C. § 503, Defendants must deliver to the Court, or to some other person that the Court may designate, for ultimate destruction, any and all articles of merchandise, including all DLA Study-Guides, as well as any other items in the possession or control of Defendants that might, if sold or distributed for sale, violate this injunction.

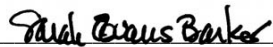
7. That, as compensation to TCN for Defendants’ acts of willful copyright infringement, Defendants pay to TCN the sum of \$560,000.00 as statutory damages, under 17 U.S.C. § 504 (c)

8. That, as further compensation to TCN for Defendants’ acts of copyright infringement, Defendants pay to TCN its costs and reasonable attorney’s fees in the sum of \$103,858.62 for a final judgment in the total amount of \$663,858.62 plus all applicable post-judgment interest. Defendants are jointly and severally liable to TCN for this amount.

9. That this Court retains jurisdiction of the parties hereto for the purpose of any proceedings to enforce this Judgment and the aforesaid injunction.

Dated: 08/01/2008

TSH#855657


SARAH EVANS BARKER, JUDGE
United States District Court
Southern District of Indiana